

Eli M. Kantor (SBN 71411)
Jonathan Kantor (SBN 313256)
LAW OFFICE OF ELI KANTOR
9595 Wilshire Boulevard, Suite 405
Beverly Hills, CA 90212
Telephone: (310) 274-8216
Fax: (310) 273-6016
eli@elikantorlaw.com
jonathan@elikantorlaw.com

Attorneys for Plaintiffs Salvador Rodriguez, German Rodriguez and all other current and former employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT**

**SALVADOR RODRIGUEZ, GERMAN
RODRIGUEZ**, on Behalf of Themselves and
All Other Current and Former Employees
Similarly Situated,

Plaintiffs,

v.

WNU LLC DBA PAPA JOHNS, a
Washington Limited Liability Company,
PAUL URBINA, BRISIA OCHOA,
Individuals, and **DOES 1 to 50, Inclusive.**

Defendants.

CASE NO. 23STCV28934

*Assigned for All Purposes to the Honorable
William F. Highberger*

Dept. No. 10

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: February 24, 2026
Hearing Time: 11:00 AM
Place: Dept. 10
Action Filed: November 22, 2023
Trial Date: Not Set

1 This matter came before the Honorable William F. Highberger of the Superior Court
2 of the State of California, in and for the County of Los Angeles, on February 24, 2026 at 11:00
3 AM, for hearing on the unopposed motion by Plaintiffs Salvador Rodriguez and German
4 Rodriguez (“Plaintiffs”) for final approval of the Settlement with Defendants WNU dba Papa
5 Johns, Paul Urbina, and Brisia Ochoa (“Defendants”). The Court, having considered the
6 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
7 hereby GRANTS Plaintiffs’ Motion for Final Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 Good cause appearing, THE COURT HEREBY ORDERS AS FOLLOWS:

10 1. Plaintiffs’ Motion for Final Approval is hereby granted and Judgment is
11 entered as stated herein.

12 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs
13 Salvador Rodriguez and German Rodriguez (“Plaintiffs”), Settlement Class Members, and
14 Defendants WNU LLC dba Papa Johns, Paul Urbina, and Brisia Ochoa (“Defendants”) and
15 finally certifies and binds the following Settlement Class Members and Settlement Class:
16 All persons employed by WNU LLC in California and classified as non-exempt who
17 worked for WNU LLC from November 22, 2019 to March 13, 2025 who did not sign an
18 arbitration agreement (“Class Period”).

19 All persons employed by WNU LLC in California and classified as non-except who
20 worked for WNU LLC from April 24, 2022 to March 13, 2025 (“PAGA Period”).

21 3. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the
22 California Rules of Court, and Labor Code §§ 2698, *et seq.* (“PAGA”), this Court now
23 grants final approval of the Settlement as set forth in the Settlement Agreement and enters
24 this Final Judgment under which Plaintiffs, Participating Class Members, the State of
25 California, and the California Labor and Workforce Development Agency (“LWDA”),
26 shall take nothing from Defendants, except as expressly set forth herein.

27 **Adequacy of Class Counsel and Class Representatives**

4. The Court finds that Plaintiff Salvador Rodriguez has adequately represented the Class and finally appoints Salvador Rodriguez as Class Representative.

5. The Court finds that Plaintiff German Rodriguez has adequately represented the Class and finally appoints German Rodriguez as Class Representative.

6. The Court finds that Eli M. Kantor of The Law Offices of Eli M. Kantor and that Jonathan Kantor have adequately represented the Class and finally appoints them as Class Counsel.

Fairness of the Settlement

7. The Court finds that the Settlement that has been reached is the result of non-collusive arm's-length negotiations. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class when balanced against the probable outcome of extensive and costly litigation. Substantial investigation and research have been conducted such that counsel for the Parties are reasonably able to evaluate their respective positions. It appears to the Court that Settlement will avoid substantial additional costs by all parties, as well as the delay and risk that would be presented by further prosecution of the Action.

Notice to the Class

8. The Court determines that the Parties complied with the distribution of the Class Notice in the manner and form set forth in the Preliminary Approval Order and that, as a result, the Class Notice provided to the Class was the best notice practicable under the circumstances, constituted due and sufficient notice to all persons entitled to such notice and that all absent Settlement Class Members have been given the opportunity to participate fully in the claims exclusion and the approval process.

9. ILYM Group, Inc., the Court-appointed Settlement Administrator, received no objections in response to the Class Notice and 1 request for exclusion from the Settlement (i.e., opt-out requests), as identified in the Declaration of Nathalie Beltran of ILYM Group, Inc. in Support of Motion for Final Approval of Class and PAGA Action and

1 Settlement, dated January 27, 2026 (“Beltran Decl.”). The Court finds that the reaction of
2 the Class to the Settlement was overwhelmingly favorable.

3 **Release**

4 10. Plaintiffs and all Participating Class Members, shall have, by operation of
5 this Order and Judgment, fully, finally, and forever released, relinquished, and discharged
6 Released Parties from all Released Claims, as set forth in the Settlement Agreement,
7 effective upon full payment by Defendants per the terms of the Settlement Agreement.

8 11. The State of California, by and through Plaintiffs Salvador Rodriguez and
9 German Rodriguez, who are PAGA Representatives, shall have, by operation of this Order
10 and the accompanying judgment, fully, finally, and forever released, relinquished, and
11 discharged Released Parties from all PAGA Claims set forth in the Settlement
12 Agreement as they relate to the PAGA Settlement, effective upon full payment by
13 Defendants per the terms of the Settlement Agreement.

14 **No Admission**

15 12. The Settlement is not an admission by Defendants of the merits of any claim in
16 the Action or of any wrongdoing. Neither the Settlement Agreement, nor any document
17 referenced therein, nor any action taken to carry out this Settlement Agreement, shall be (a)
18 construed as or used as an admission of liability or an admission that any of Defendants’
19 defenses in the Action are with or without merit, or (b) disclosed, referred to, or offered in
20 evidence against Defendants in any further proceeding except for purposes of
21 effectuating the Settlement. However, the Settlement may be admitted in evidence and
22 otherwise used in any proceeding to enforce its terms, or in defense of any claims released
23 or barred by the Settlement. The Court approves the Gross Settlement Amount, as set
24 forth in the Settlement Agreement, of four hundred and fifty-six thousand dollars and zero
25 cents. (\$456,000.00)

26 **Payment Plan**

1 The Court Orders Defendants to remit payment of \$456,000 to the settlement
2 Administrator in three (3) installments: One-Hundred Fifty-Two Thousand Dollars and Zero
3 Cents, paid Ten (10) days after the Final Approval of this Settlement by the Court; (2) One
4 Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000.00) paid no later than three
5 (3) months after the First Payment Date; (3) One Hundred Fifty-Two Thousand Dollars and
6 Zero Cents (\$152,000.00) paid the earlier of: six (6) months following the First Payment
7 Date; or eighteen (18) months after Acceptance of the Mediator’s Proposal Date, January
8 17, 2025 – July 17, 2026. The money will remain with the Claims Administrator and will
9 not be distributed until all installments are paid and after Final Approval is granted by the
10 Court.

11 The Court approves the Gross Settlement Amount of \$456,000 and the employer-side
12 payroll taxes, which shall be non-reversionary and which shall include (1) Individual Class
13 Settlement Payments to the Participating Class Members; (2) LWDA PAGA payment to the
14 California Labor and Workforce Development Agency (“LWDA”); (3) Individual PAGA
15 Settlement Payments to the PAGA Class Members; (4) Attorneys’ Fees and Litigation
16 Costs to Class Counsel; (5) Class Representative Service Payment to Plaintiff Salvador
17 Rodriguez; (6) Class Representative Service Payment to Plaintiff German Rodriguez; and
18 (7) Administration Costs to the Settlement Administrator, payable under this Settlement in
19 keeping with the subparagraphs below:

20 **a. Individual Class Settlement Payments to Participating Class Members.**

21 The Court hereby approves the methodology used to calculate Participating Class
22 Members’ Individual Class Settlement Payments amount as detailed in the Settlement
23 Agreement and approves payments of those amounts to Participating Class Members as
24 Individual Class Settlement Payments for their individual releases of the Released Claims.

25 **b. PAGA Payment to the LWDA.** The Court hereby approves the payment of
26 seven thousand and five hundred dollars and zero cents (\$7,500.00) to the California Labor
27 Workforce Development Agency as 75% of the total PAGA Penalties.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

The Court hereby approves the methodology used to calculate each aggrieved employee's Individual PAGA Settlement Payment amount as detailed in the Settlement Agreement and approves payments of two thousand five hundred dollars and zero cents (\$2,500.00) in aggregate for all Aggrieved Employees and approves payments of those amounts to PAGA Class Members as Individual PAGA Settlement Payments.

d. **Attorneys' Fees to Class Counsel.** The Court hereby grants Plaintiff's and Class Counsel's attorneys' fee request for one hundred fifty one thousand, nine hundred eighty four dollars and eighty cents (\$151,984.80), as one-third (33.33%) of the Gross Settlement Amount as Class Counsel Fees Payment payable to Class Counsel because the Court determines that the award of such fees is fair and reasonable in recognition of Class Counsel's diligent representation of Plaintiffs and Class Members and the contingent risks Class Counsel undertook in litigating the Action. The Court finds that Class Counsel's request for attorneys' fees is reasonable under the common fund method in light of the benefit obtained for the Class. The Court finds that Class Counsel's hourly rates are reasonable and in line with rates prevailing in the community. The Court further finds that the number of hours Class Counsel spent prosecuting the Action is reasonable. Accordingly, the Court finds that Class Counsel's request for attorneys' fees is also reasonable under the lodestar method.

e. **Litigation Expenses Payment to Class Counsel.** The Court hereby grants Plaintiff's and Class Counsel's litigation costs request for twenty-three thousand, seven-hundred, eighty-one dollars and forty-six cents (\$23,781.46) to Class Counsel for reimbursement of Class Counsel's reasonable litigation expenses incurred in litigating and resolving the Action as a Litigation Cost award because the Court determines that the award of such costs is fair and reasonable.

f. **Class Representative Service Payment to Salvador Rodriguez.** The Court hereby approves the payment of ten thousand dollars and zero cents (\$10,000.00) to Plaintiff

Salvador Rodriguez as a Class Representative Service Payment, separate and apart from any amounts due to Plaintiff as an Individual Class Settlement Payment and Individual PAGA Settlement Payment.

g. **Class Representative Service Payment to German Rodriguez.** The Court hereby approves the payment of ten thousand dollars and zero cents (\$10,000.00) to Plaintiff German Rodriguez as a Class Representative Service Payment, separate and apart from any amounts due to Plaintiff as an Individual Class Settlement Payment and Individual PAGA Settlement Payment.

h. Administration Costs to the Settlement Administrator. The Court hereby approves a payment of Nine-Thousand Nine-Hundred and Fifty Dollars (\$9,950.00) to the Settlement Administrator, the ILYM Group, Inc., for settlement administration tasks in connection with Final Approval of the Settlement.

13. The Court hereby approves the plan for transferring uncashed Individual Class Settlement Payment to the General Services fund of the Legal Aid Foundation of Los Angeles, if a Participating Class Member fails to receive or cash his or her Individual Class Settlement Payment check or Individual PAGA Settlement, within 180 days of mailing.

14. The Court directs and authorizes Counsel for the Parties to utilize all reasonable procedures in connection with the further administration of the Settlement that are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

15. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in this Order or in the Settlement Agreement and as later approved by the Court.

16. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over all matters related to the administration and consummation of the Settlement and any claims, asserted in, arising out of, or related to the subject matter of the Action including, but not limited to, all matters related to the final distribution of Settlement funds and the determination of all controversies relating thereto.

17. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Installment Payment #1 - \$152,000	Ten Days after Final Approval of this Settlement by the Court
Installment Payment #2 - \$152,000	3 months after Installment Payment #1
Installment Payment #3 - \$152,000	18 months after acceptance of Mediator's Proposal Date, January 17, 2025 – July 17, 2026

18. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, this Court GRANTS Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, and Judgment is entered in accordance with this Order.

19.

IT IS SO ORDERED.

Dated: _____

HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT
OF CALIFORNIA